

TITLE VI APPENDIX. WATER AND SEWER SAMPLE FORMS AND DOCUMENTS (9/8/04)

- **SCHEDULE A -- UTILITY RATES & FEES**
- **NOTICE OF DECISION TO DISCONNECT SERVICE**
- **FINAL DISCONNECT NOTICE**
- **REQUEST FOR PAYMENT, REPAYMENT AGREEMENT, OR ASSIGNMENT OF DIVIDEND**
- **PROCEDURES FOR RECONNECTION**
- **RESIDENTIAL UTILITY SERVICE AGREEMENT**
- **INDIVIDUAL HOMEOWNER AGREEMENT (for Sewer Service Connection)**
- **COMMERCIAL WATER & WASTEWATER SERVICE AGREEMENT**
- **LEGAL DESCRIPTION**
- **RIGHT-OF-ENTRY, LEGAL DESCRIPTION, STIPULATIONS**
- **EASEMENT**

SCHEDULE A -- UTILITY RATES & FEES

CITY OF _____
As of _____, 20__

A1 -- Security Deposit

- A. Residential Service
- B. School Service
- C. Commercial Service
- D. Contract Service

A2 -- Water and Sewer Rates

- A. Residential Service
 - Water.....
 - Sewer
- B. School Service (metered)
- C. Commercial Service
- D. Contract Service

A3 -- Non Recurring Water & Sewer Fees

- A. Water Service Reconnect.....
- B. Water Service Disconnect
- C. Water Meter Installation customer’s request.....
- D. Customer Request disconnect fee.....
- E. Late Payment Penalty

A4 -- Washeteria Fees

- A. Washing Machine
 - Large Capacity
 - Small Capacity
- B. Drying Machine.....
- C. Shower

NOTICE OF DECISION TO DISCONNECT SERVICE

Customer's name

Address

We, the members of the City Council, hereby find that you were provided a water and sewer service bill dated _____ with an amount of \$ _____ and that you have failed to pay this service bill in full by the due date.

This failure to pay constitutes a violation of Chapter _____, Section _____ of the Code of Ordinances of the City of _____.

Because you have failed to pay the full the amount of your water and sewer service bill, the City hereby gives notice that your water and sewer service will be discontinued on _____.

You may appeal this decision to the City Council at its next regularly scheduled meeting dated _____ .

Date _____

ATTEST:

City Clerk _____

FINAL DISCONNECT NOTICE

Customer's name

Address

The City Council hereby gives notice to the Utility Operator or its designee to disconnect your water and sewer service. This notice is required by Chapter_____, Section 11(D)(2) of the Code of Ordinances of the City of _____.

The disconnection will occur at _____ [] noon, [] AM, [] PM on _____.

This disconnection is a result of a violation of Chapter_____, Section 10(E) of the Code of Ordinances of the City of _____.

You were notified by the City of its intention to disconnect your water and sewer service on _____. Since that notice, you have made no effort to pay in full your obligation to this City.

Date _____

ATTEST:

City Clerk _____

**REQUEST FOR PAYMENT, REPAYMENT AGREEMENT, OR
ASSIGNMENT OF DIVIDEND**

Customer's name

Address

This is to inform you that your _____ account is past due in the amount of \$_____.
Please come to the City office no later than _____, __ 20__, so that an arrangement can be made to clear your delinquent account. Failure to make arrangements to clear your delinquent account will result in the City assessing additional penalty fees on the amount due as provided by ordinance.

If you can pay the full amount due, please do so at this time. If you cannot pay the full amount at this time, the utility will enter into a monthly repayment plan with you and/or you may complete a voluntary assignment of your Permanent Fund Dividend to assign (transfer) all or a portion of your dividend to the City to pay off your debt.

Failure to either pay in full, enter into a payment agreement, or complete an assignment of dividend form will result in penalties being charged to your account in the amount of \$_____. If some arrangement is not made to address this debt, you may also be charged additional court costs and attorneys fees if the City is forced to pursue small claims action.

ATTEST: Date _____

City Clerk _____

Mayor, City of _____

PROCEDURES FOR RECONNECTION

Customer's name

Address

Under Chapter _____, Section _____ of the Code of Ordinances of the City of _____, your water and sewer service shall be resumed when you have performed the following:

1. Paid in full your outstanding service bill in the amount of \$ _____.
2. Paid a reconnect fee in the amount of \$20.00.
3. Re-applied for water and sewer service by submitting a complete application.

Your water and sewer service will be reconnected ONLY after you have performed all of these procedures.

ATTEST: Date _____

City Clerk _____

Mayor, City of _____

Residential Utility Service Agreement

This Agreement is made between City of _____, Water and Sewer Utility as the City and _____ as the Applicant.

The Applicant requests that the residence on the property described in Appendix A, be connected to the Utility's water/sewer system.

As part of the request, the Applicant agrees:

1. To abide by the water and sewer ordinances, rules, and policies adopted by the City.
2. To grant at no cost, a Right-of-Entry (form attached as Appendix B) to the City to construct the connection to the Applicants residence.
3. If necessary, grant at no cost, an Easement (form attached as Appendix C) to the City for construction of water/sewer **main lines** across the Applicants property.
4. To pay the City, a monthly service fee for water/sewer at the rate established by the City for residential customers.
5. To pay any deposits required by the City prior to connection of service.
6. That delinquent bills (more than 30 days past due) are subject to collection actions. These actions can include, but are not limited to, interest charges, late payment fees, deposit forfeiture, suits in small claims court, and disconnection of service.
7. Maintain the plumbing on the Applicants property and within the residence, including all plumbing, piping, fixtures, and other appurtenances intended to carry water, sewage, waste water, and drainage in accordance with the Uniform Plumbing Code.
8. To use the heat-tape and maintain adequate insulation for the system to prevent freezing during the winter. The Applicant agrees that they will not continuously run water during cold weather to keep the pipes from freezing, or that they will pay an "Excessive Use Charge" as set by the City for continuously running water.
9. To allow the City to enter onto the property to make emergency repairs to the service line up to the connection to the residence in order to save the Cities pipes, lines, equipment, and facilities from damage.
10. In the event of water shortages, the Applicant agrees to work with the City on measures to conserve water use.

Page Two of Three

- The City agrees to:

- All bills, invoices, statements, payments, notices or correspondence shall be sent to the respective parties at the address stated below:

This agreement takes effect on this _____ day of _____, 20_____.

Witness

Water and Sewer Utility

ATTACHMENTS: Appendix A - Legal Description
 Appendix B - Sample Right-of-Entry
 Appendix C - Sample Easement

NOTE TO USER – this acknowledgement is included as an example and is discretionary. This document may be witnessed rather than notarized.

ACKNOWLEDGMENT

State of Alaska)
 : ss
_____ Judicial District)

This is to certify that on this _____ day of _____, 20__, before me, the undersigned Notary Public, in and for the State of Alaska, duly commissioned and sworn as such, personally appeared _____, an individual, who acknowledged to me that (s)he executed the within and foregoing Agreement as a voluntary act and deed for the uses and purposes therein mentioned.

Notary Public in and for Alaska
My Commission expires: _____

ACKNOWLEDGMENT

State of Alaska)
 : ss
_____ Judicial District)

This is to certify that on this _____ day of _____, 20__, before me, the undersigned Notary Public, in and for the State of Alaska, duly commissioned and sworn as such, personally appeared _____, to me known to be the Mayor, for the City of _____, Alaska a Second Class City, organized and existing under the laws of the State of Alaska, and who acknowledged to me that (s)he executed the within and foregoing Agreement on behalf of the City of _____, by authority of its City Council, as the voluntary act and deed of said entity, for the uses and purposes therein mentioned.

Notary Public in and for Alaska
My Commission expires: _____

INDIVIDUAL HOMEOWNER AGREEMENT for Sewer Service Connection

Owner's Name _____ Lot ____ Block ____

☐ I own this home

UNDERSTANDING OF IMPROVEMENTS AND PERMISSION TO ENTER

I have reviewed and understand the proposed sanitation improvements described below and as shown on the reverse side and hereby request and give my permission for employees and/or contractors of the City of _____ to enter these premises to construct and install the following:

_____ (see drawing on back)

☐ I understand and agree that I will pay an initial deposit of \$_____ to the City of _____ for the first three months of operation.

☐ I understand and agree that I will pay a user fee of \$_____ per month to the City of _____.

I understand that I will own the water and sewer service connection, circulation pump, water heater, and plumbing fixtures and that it will be my responsibility to operate, maintain and pay for repairs to these improvements and that I will follow the Rules and Regulations of the City of _____.

Date

Signature of Property Owner

ACCEPTANCE AND UNDERSTANDING OF OWNERSHIP

It is hereby certified that the described sanitation improvements have been installed as agreed upon, have been jointly inspected and accepted, and are in good operating condition. It is further certified that the improvements now belong to the property owner who agrees to operate, maintain, and repair these facilities at his/her expense, and to begin paying and keep current the monthly user fee.

Date

Signature of Construction Representative

Date

Signature of City Representative

Date

Signature of Property Owner

Commercial Water & Wastewater Service Agreement

This Agreement is made between City of _____, Water and Sewer Utility as the City and _____ as the Applicant.

The Applicant requests that the facility on the property described in Appendix A, be connected to the City's water/sewer system.

As part of the request, the Applicant agrees:

1. Pay for all materials, labor, and costs associated with connecting the facilities to the City's existing system.
2. As part of the cost of connection, install a flow meter at a point where water first enters each facility. The meter shall be located such that the City will have reasonable access to it for the purposes of reading it to determine usage.
3. To grant at no cost, a Right-of-Entry (form attached as Appendix B) to the City to construct the connection to the Applicants facility(ies).
4. If necessary grant, at no cost, an Easement (form attached as Appendix C) to the City for construction of water/sewer **main lines** across the Applicants property.
5. To pay the City, a monthly service fee for water/sewer at the rate established by the City for metered commercial customers, or if the Applicant is a high volume user, at the rate negotiated with the City.
6. To pay any deposits required by the City prior to connection of service.
7. That delinquent bills (more than 30 days past due) are subject to collection actions. These actions can include, but are not limited to, interest charges, late payment fees, deposit forfeiture, suits in small claims court, and disconnection of service.
8. Maintain the plumbing on the Applicants property and within the facility, including all plumbing, piping, fixtures, and other appurtenances intended to carry water, sewage, waste water and drainage in accordance with the Uniform Plumbing Code.
9. To use the heat-tape and maintain adequate insulation for the system to prevent freezing during the winter. The Applicant agrees that they will not continuously run water during cold weather to keep the pipes from freezing, or that they will pay an "Excessive Use Charge" as set by the City for continuously running water.
10. In the event of water shortages, the Applicant agrees to work with the City on measures to conserve water use.
11. To abide by the water and sewer ordinances, rules, and policies adopted by the City.
12. That by signing this Agreement, the Applicant grants to the City, its officers, employees, agents, and assigns, the right of ingress and egress to the property and facility for purposes of inspection of piping, plumbing, fixtures and other appurtenances intended to carry water, sewage, and waste water. The ingress and egress shall be at a reasonable time, and whenever possible the City shall provide advance notice of any inspection.

Commercial Utility Service Agreement
Page Two of Three

The Utility agrees to:

1. Allow connection of the facilities to the City's existing water/sewer system.
2. As much as possible, provide a continuous and sufficient supply of water at adequate pressure to the customer.
3. Read all water meters and bill the applicant based on the meter readings for water/sewer service on a monthly basis.
4. Work to continue to improve sanitary conditions in _____ by placing a high priority on planned capital improvements for water and waste disposal facilities, administering the operation of future improvements, and administering and enforcing the ordinances, rules, and policies designed to improve sanitation practices in _____.

All bills, invoices, statements, payments, notices or correspondence shall be sent to the respective parties at the address stated below:

Applicant

City of _____
Water/Sewer Utility
P.O. Box XXX
_____, AK 99XXX

This agreement takes effect on this _____ day of _____, 200__.

Applicant

City of _____

ATTACHMENTS: Appendix A - Legal Description
Appendix B - Sample Right-of-Entry
Appendix C - Sample Easement

Appendix A

Legal Description

An strip of land [____ feet wide][of variable with] over real property located within
[unsurveyed][surveyed] Section __, Township _____, Range _____, _____ Meridian,
_____ Recording District, Second Judicial District, State of Alaska, more particularly as
follows:

Insert legal description or map here

Containing ____ acres of land, more or less.

RIGHT-OF-ENTRY

WITNESSETH:

WHEREAS, the City of _____, Water and Sewer Utility proposes to construct water/sewer distribution lines to connect private residences in _____.

WHEREAS, the various owners and/or occupants are in agreement with the City's desire to construct said water and sewer distribution lines.

WHEREAS, it will be the owners and/or occupants responsibility to maintain the distribution lines once constructed, such that a permanent easement is not required.

NOW THEREFORE, the parties mutually agree as follows:

1. In consideration of the mutual benefits to be derived from the construction of the distribution lines, _____, as the Grantor does hereby grant this Right-of-Entry to the City of _____, Water and Sewer Utility, as the Grantee.
2. The Grantor does grant to the Grantee, its contractors, employees, agents and assigns, the right to enter upon the following described real property for the purposes of constructing water and sewer distribution lines over, through, and across said lands, said property being situated in the City of _____, _____Judicial District, _____Recording District, Alaska, and more particularly described in Appendix A.
3. That in the event no water and sewer distribution lines are constructed within 2 years from the date that this Right-of-Entry is executed by the Grantee, the Right-of-Entry will automatically expire.
4. This Right-of-Entry is granted subject to the stipulations attached as Appendix B.
5. This Agreement is effective on the date signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement.

GRANTOR'S SIGNATURE

Date

GRANTEE'S SIGNATURE

Date

ATTACHMENTS: Appendix A - Legal Description
 Appendix B - Stipulations

Appendix A

Legal Description

An strip of land [____ feet wide][of variable with] over real property located within [unsurveyed][surveyed] Section ____, Township _____, Range _____, _____ Meridian, _____ Recording District, Second Judicial District, State of Alaska, more particularly as follows:

Insert legal description or map here

Containing ____ acres of land, more or less.

APPENDIX B

STIPULATIONS

- A. The Grantee, its contractors, subcontractors and all personnel (herein after referred to as the permittee) shall indemnify and hold harmless the Grantor against and from any and all demands, claims, or liabilities of every nature whatsoever, arising directly or indirectly from, or in any way connected with, their actions or activities executed under the provisions of this Right-of-Entry.
- B. All waste generated during construction and operation under this Right-of-Entry shall be removed or otherwise disposed of in a manner acceptable to the Grantor.
- C. This Right-of-Entry does not authorize any other activity other than that which is applied for. Other uses of the right-of-way area including modifications, relocations and future expansion shall require additional permit approval prior to making any such modifications.
- D. This Right-of-Entry, and the rights and privileges granted thereby is subject to all valid existing rights.
- E. In the event the Grantor determines that the permittee has failed or refused to comply with the provisions of this Right-of-Entry the Grantor by written or oral order, may suspend or terminate any or all of the permittee's activities insofar as they apply to this Right-of-Entry. The permittee shall not resume such suspended or terminated activities until given written authorization to do so by the Grantor.

I have read the foregoing stipulations and I agree to comply with all stipulations included within this Right-of-Entry.

GRANTEE'S SIGNATURE

Date

Easement

THIS AGREEMENT is made this _____ day of _____, 200____, by and between _____, (hereinafter called "Grantor"), and the City of _____, a municipal corporation organized and existing under the laws of the State of Alaska, (hereinafter called "Grantee").

WITNESSETH:

WHEREAS, Grantee desires the use of the property of Grantor for use as a utility easement including the right to construct, operate, and maintain water and sewer main lines (hereinafter called Improvements); and

WHEREAS, in consideration of connection to the piped water and sewer system, the Grantor is willing to grant an Easement for the use of their property subject to the terms and conditions set forth herein.

NOW, THEREFORE, the parties mutually agree as follows:

1. Grantor hereby grants to Grantee an Easement over the Grantor's property which is located within the City of _____, _____ Judicial District, _____ Recording District, Alaska. The exact location of the Easement is described in Appendix A.
2. The Grantor grants the right to construct, operate and maintain the Improvements within the above-described property. Grantee agrees to assume sole responsibility for the construction, operation and maintenance of the Improvements within the property. Grantee agrees to repair any damage to Grantor's property or improvements occurring from Grantee's construction, operation or maintenance of the Improvements.
3. This document grants only such rights as are necessary for construction, operation and maintenance of the Improvements. Grantor reserves the right to use the property in any manner and for any purpose not inconsistent with the aforesated purpose and to relocate the Improvements at its sole cost and expense, if further development warrants such action.
4. Grantee agrees to defend, indemnify and hold harmless Grantor, its officers, agents and employees, from and against all claims, demands, judgments, costs and expenses (including reasonable attorney's fees) which may arise by reason of injury to any person or damage to any property attributable to the negligence of Grantee, Grantee's officers, agents and employees, in connection with Grantee's construction, operation and maintenance of the Improvements and its use of or presence on the property.
5. All notices referred to in this Agreement shall be sent to the respective parties at the address stated below:

GRANTEE

GRANTOR

City of _____
P.O. Box xxx
_____, AK 99xxx

6. The rights granted to and duties assumed by Grantee under this Agreement may not be assigned or delegated by Grantee without the prior written consent of Grantor. Any attempted assignment or delegation by Grantee without the prior written consent of Grantor shall be void.
7. This Agreement may be amended or terminated, by mutual consent of both parties; provided, however, that no amendment or termination to this Agreement shall be effective unless in writing and signed by both parties.
8. Both parties represent and warrant that they have the authority to execute this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the day signed by both parties.

GRANTEE

GRANTOR
Mayor, City of _____

Date:

Date:

ATTACHMENTS: Appendix A: Legal Description

ACKNOWLEDGMENT

State of Alaska)

) ss

_____ Judicial District)

THIS IS TO CERTIFY that on this _____ day of _____, 200__, before me, the undersigned Notary Public, in and for the State of Alaska, duly commissioned and sworn as such, personally appeared _____, an individual to who acknowledged to me that she/he executed the within Easement as a voluntary act and deed for the uses and purposes therein mentioned.

Notary Public in and for Alaska
My Commission Expires: _____

ACKNOWLEDGMENT

State of Alaska)

) ss

_____ Judicial District)

THIS IS TO CERTIFY that on this _____ day of _____, 200__, before me, the undersigned Notary Public, in and for the State of Alaska, duly commissioned and sworn as such, personally appeared _____, to me known to be the Mayor, for the City of _____, a municipal corporation organized and existing under the laws of the State of Alaska and who acknowledged to me that (s)he executed the within Easement on behalf of said municipal corporation, as the Mayor thereof, by authority of its City Council as the voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned.

Notary Public in and for Alaska
My Commission Expires: _____